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666 Third Avenue, 29th Floor
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARY ANN OLSZEWSKI

Plaintiff,

- against -

BLOOMBERG L.P. and BRYAN LEWIS

Defendants.

96 Civ. 3393 (RPP)

AMENDED COMPLAINT

(Jury Trial Demanded)

Plaintiff, Mary Ann Olszewski, by her attorneys, Abady Luttati Kaiser Saurborn & Mair, P.C., as and for her amended complaint against the defendants, alleges as follows:

JURISDICTION, VENUE and PARTIES

1. At all times herein relevant, plaintiff was and is a resident of the County, City and State of New York.

2. Upon information and belief, at all times herein relevant, defendant Bloomberg L.P. ("Bloomberg") was a limited partnership duly established under the laws of the State of Delaware, with offices, inter alia, in the County, City and State of New York.

3. Upon information and belief, at all times herein relevant, defendant Bryan Lewis was and is a resident of New Jersey, who worked at Bloomberg's offices in the County, City and State of New York.

4. Pursuant to 28 U.S.C. § 1331, this Court has federal question jurisdiction over this action, as a claim herein arises under 42 U.S.C. §2000(e), as amended, including but not limited to, the Civil Rights Act of 1991, and 42 U.S.C. §1988.

5. This action was filed within ninety days of plaintiff's receipt of a Notice of Right to Sue from the Equal Employment Opportunity Commission.

6. Venue is properly laid in this District pursuant to 28 U.S.C. §1391(b)(2), in that a substantial part of the events or omissions giving rise to the claims herein occurred in this district.

BACKGROUND

7. Plaintiff was employed at Bloomberg in its New York City office from April 5, 1993, until August 9, 1995, as a sales representative in its Trading Systems sales team.

8. Throughout the period plaintiff was employed at Bloomberg, defendant Lewis also worked at Bloomberg's New York City office. Prior to September 1993, Lewis was employed as an Applications Specialist. From September 1993 onwards, Lewis was employed as the Sales Manager of the Trading Systems sales team.

9. During the period Lewis was Sales Manager of the Trading Systems sales team, he was plaintiff's direct manager and controlled the terms and conditions of her employment, including but not limited to the work she was assigned and the performance reviews she received.

PERVASIVE SEXUAL HARASSMENT AT BLOOMBERG

10. At all times herein relevant, Bloomberg maintained a hostile environment of persistent sexual harassment and the general degradation of women, which was pervasive throughout the company.

11. At all times herein relevant, Bloomberg, through its male managers and employees from Chief Executive Officer Michael Bloomberg on down, engaged in a pattern and practice of sexual harassment and sexual degradation of women. Upon information and belief, plaintiff is but one of many women employed by Bloomberg who has been victimized by Bloomberg and its agents.

12. For example, Michael Bloomberg regularly makes sexual comments about women to Bloomberg employees and clients, including comments directed at female Bloomberg employees such as "I'd like to do that piece of meat."

13. On one occasion, on learning that a female Bloomberg employee had become engaged, Michael Bloomberg asked her: "Is he that big that you need him every day?"

14. On another occasion, on learning that Sekiko Sakai-Garrison, a female Bloomberg employee, was pregnant, Michael Bloomberg told her to "kill" the fetus, as she was the sixteenth woman in the company to become pregnant at the time.

15. Bloomberg took no steps to prevent or curtail the ongoing sexual harassment of female employees by Michael Bloomberg.

BLOOMBERG AND LEWIS CREATED A SEXUALLY HOSTILE WORKING
ENVIRONMENT FOR PLAINTIFF AND OTHER FEMALE BLOOMBERG EMPLOYEES

16. During her employment at Bloomberg, plaintiff was subjected to outrageous acts of sexual harassment by male employees of Bloomberg, including, in particular, defendant Lewis.

17. In June 1993, during a business trip to Chicago, Illinois, Lewis questioned plaintiff about the type of underwear she wore, and speculated that she did not wear any underwear at all.

18. During the same business trip, Lewis and other Bloomberg employees talked in plaintiff's presence about who among them would "get laid" first.

19. On June 11, 1993, during the same business trip, Lewis raped plaintiff.

20. Thereafter, in or about September 1993, Bloomberg appointed Lewis manager of the Trading Systems sales team. At that time he became plaintiff's direct manager.

21. In February 1994, after he became plaintiff's manager, Lewis asked plaintiff if she had revealed to anyone that he had raped her in Chicago, and pressured plaintiff not to reveal the event.

22. From November 1993, until May 1995, Lewis continually pressured plaintiff to participate in social gatherings and drinking with him outside the office. This conduct occurred an average of once a week throughout the period, and sometimes several times a week. Plaintiff repeatedly declined these invitations.

23. In August 1994, after a business meeting with a

client, Lewis insisted that plaintiff go to a bar with him, and repeatedly probed into her personal life.

24. From the time he became her manager, until May 1995, Lewis continually made crude jokes and other statements which employed words such as "fuck," involved repeated and vulgar sexual references, and were demeaning towards women. Lewis made these jokes in the office, in the presence of plaintiff and others on her team.

25. Plaintiff repeatedly told Lewis that she found the jokes and other statements offensive, and asked him to stop. In response, Lewis expressed his amusement that the conduct offended plaintiff, and continued it.

26. Bloomberg, through Louis Eccleston, its Director of New York Sales Teams, who reported directly to CEO Michael Bloomberg, knew of Lewis's offensive jokes and other statements, but took no action to stop Lewis's behavior.

27. On several occasions in or about November 1994, Lewis sent a return message to plaintiff's beeper. When she called the telephone number it turned out to be the number of a sex store called the "Pink Pussycat." When plaintiff confronted Lewis, and told him she objected to this behavior, Lewis laughed at her.

28. On one occasion, in or about May 1995, Lewis displayed a brochure of sex toys to plaintiff and others on her team, made sexually explicit comments about the toys, and invited plaintiff and others on the team to "try them."

29. From the time plaintiff was employed at Bloomberg,

until May 1995, Michael Bloomberg repeatedly positioned himself so he could peer up plaintiff's skirt or dress whenever plaintiff stooped or bent down to pick something from the floor, and when plaintiff reached up to pick something from a shelf or cupboard.

**DEFENDANTS DENIED PLAINTIFF JOB OPPORTUNITIES BECAUSE
OF HER REFUSAL TO SUCCUMB TO LEWIS'S ADVANCES AND
HER OBJECTIONS TO THE SEXUALLY HOSTILE ENVIRONMENT**

30. Defendants withheld important new work from plaintiff, which would have furthered her career, because of her gender and her refusal to succumb to Lewis's sexual advances and behavior.

31. Throughout her employment at Bloomberg, plaintiff performed her job well, and defendants consistently gave her good performance reviews.

32. In April 1995, defendants gave plaintiff a good performance review, in which Lewis stated:

Attitude is excellent, never any complaints, always does what is asked. In fact, you come up with creative ideas and take on responsibility . . . I have received calls from customers have [sic] to tell me what an excellent job you have done in training them, and how responsive you are to their problems.

33. One of the primary means to advancement and increased compensation at Bloomberg for sales representatives such as plaintiff was to become the account representative for more and larger client accounts.

34. In or about May 1995, Lewis told the Trading Systems sales team that he was redistributing the client accounts amongst

the team members, because two team members were leaving the team.

35. Plaintiff had assisted in servicing many of the client accounts, and these clients were pleased with her performance.

36. In fact, on or about May 20, 1996, Peter Abramenko, the head trader of Paine Weber's Medium Term Note Department, one of the largest accounts to be distributed, contacted Lewis and specifically requested that plaintiff be assigned to the account.

37. On or about May 23, 1996, Lewis held a meeting of the Trading Systems team at which he re-distributed all client accounts.

38. He assigned only two accounts to plaintiff. This represented far fewer client accounts than had been assigned to plaintiff prior to the redistribution.

39. Lewis did not assign to plaintiff the Paine Weber Medium Term Note Department account.

40. By contrast, Lewis assigned the other account representatives on the team more than fifteen accounts each.

41. Lewis discriminated against plaintiff in his assignment of client accounts because of plaintiff's refusal to succumb to Lewis's sexual advances and her objections and complaints about his sexually harassing behavior.

BLOOMBERG'S RETALIATORY TERMINATION OF PLAINTIFF

42. On or about May 25, 1995, plaintiff complained of Lewis's behavior to his manager, Louis Eccleston.

43. Eccleston refused to let plaintiff provide any details of Lewis's conduct, including Lewis's rape of plaintiff.

44. In June 1995, Bloomberg agreed to permit plaintiff to take paid leave, and not report to work until further notice, while Bloomberg investigated her claims.

45. In July 1995, Bloomberg demanded that plaintiff "return to work" in the same position on the Trading Systems sales team.

46. Plaintiff advised Bloomberg that she could no longer work for or with Lewis, in light of his rape and other offensive and demeaning conduct towards her.

47. In response, on August 9, 1995, Bloomberg terminated plaintiff's employment.

48. Bloomberg terminated plaintiff's employment in retaliation for her complaints of sexual harassment.

COUNT I

49. Paragraphs 1 through 48 are incorporated herein with the same force and effect as if pleaded separately.

50. By reason thereof, defendants have violated 42 U.S.C. § 2000(e), as amended by the Civil Rights Act of 1991, and have caused plaintiff to suffer damages, including loss of past and future earnings, other employment benefits, and emotional injuries.

COUNT II

51. Paragraphs 1 through 48 are incorporated herein with

the same force and effect as if pleaded separately.

52. By reason thereof, defendants have violated New York Executive Law §296(1)(a), and have caused plaintiff to suffer damages, including loss of past and future earnings, other employment benefits and emotional injuries.

COUNT III

53. Paragraphs 1 through 48 are incorporated herein with the same force and effect as if pleaded separately.

54. By reason thereof, defendants have violated New York City Administrative Code § 8-107 and § 8-502, et. seq., and have caused plaintiff to suffer damages, including loss of past and future earnings, other employment benefits and emotional injuries.

COUNT IV

55. Paragraphs 1 through 48 are incorporated herein with the same force and effect as if pleaded separately.

56. By their unconscionable and outrageous actions, defendants caused and intended to cause plaintiff to suffer severe emotional distress.

COUNT V

57. Paragraphs 1 through 48 are incorporated herein with the same force and effect as if pleaded separately.

58. Upon information and belief, Bloomberg negligently hired and/or negligently supervised and/or negligently retained

certain employees, including defendant Lewis, by reason of which plaintiff suffered damages.

JURY TRIAL DEMANDED

59. Pursuant to Fed. R. Civ. P. 38(b), plaintiff demands a jury trial on each and every issue in this action.

WHEREFORE, plaintiff demands judgment against defendants as follows:

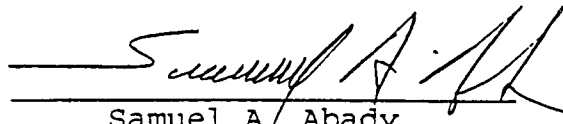
- (i) On her First Count, actual damages against each defendant in an amount to be determined at trial, together with punitive damages against each defendant in the amount of \$300,000;
- (ii) On her Second Count, actual damages against each defendant in the amount of \$5,000,000;
- (iii) On her Third Count, actual damages against each defendant in the amount of \$5,000,000, and punitive damages against each defendant in the amount of \$5,000,000;
- (iv) On her Fourth Count, actual damages against each defendant in the amount of \$5,000,000, and punitive damages against each defendant of \$300,000;
- (v) On her Fifth Count, actual damages against defendant Bloomberg in the amount of \$5,000,000;
- (vi) for attorneys fees, costs and disbursements; and

(vii) for such further and different relief as the Court
deems just and proper.

Dated: New York, New York
September 20, 1996

ABADY LUTTATI KAISER SAURBORN &
MAIR, P.C.

By: _____


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